

**ARENTOX SCHIFF LLP**  
Lynn R. Fiorentino (SBN 226691)  
44 Montgomery St., 38th Floor  
San Francisco, CA 94104  
Telephone: 415.757.5500  
Facsimile: 415.757.5501  
[lynn.fiorentino@afslaw.com](mailto:lynn.fiorentino@afslaw.com)

Lawrence H. Heftman (*pro hac vice*)  
233 South Wacker Drive, Suite 7100  
Chicago, IL 60606  
Telephone: 312.258.5725  
Facsimile: 312.258.5600  
[lawrence.heftman@afslaw.com](mailto:lawrence.heftman@afslaw.com)

*Attorneys for Defendant T-Mobile USA, Inc.*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

MARIO JUAREZ,

**Plaintiff,**

V.

T-MOBILE USA, INC.,

## Defendants.

Case No. 3:25-cv-05280-WHO

**DEFENDANT T-MOBILE USA, INC.'S  
OPPOSITION TO PLAINTIFF'S MOTION  
FOR TEMPORARY RESTRAINING  
ORDER**

## Hearing

Date: Monday, July 7, 2025  
Time: 2:00 p.m.  
Courtroom: 2  
Judge: Hon. William H. Orrick

## **INTRODUCTION**

The Court should deny Plaintiff's request for a temporary restraining order because he cannot and will not be able to show a likelihood of success, has not shown likely irreparable harm, and the equities favor T-Mobile. The Court rightly observed in its Order that Plaintiff's own filings demonstrate that his T-Mobile account "was 'cancelled' before he sought to port out the numbers." (Dkt. 14 at 1.) That undisputed fact is dispositive of his TRO request.

T-Mobile canceled Plaintiff's account after he failed, for more than five months, to make payments on an account balance exceeding \$29,000. Plaintiff incurred this substantial debt to T-Mobile following a December 2024 shopping spree in which he purchased 16 devices including numerous iPhones and iPads. *After* Plaintiff's account was canceled and his phone numbers disconnected, he attempted to port his numbers to a new carrier, but his attempt failed because the numbers could not be ported over from a canceled account. Even though he never requested a port out prior to cancellation and T-Mobile had the clear right to cancel his account for non-payment, Plaintiff seeks to enjoin T-Mobile from allowing the phone numbers on his canceled account to be reassigned to other users consistent with standard procedures among telecommunications carriers.

Plaintiff's claims have no likelihood of success—and therefore cannot support a TRO—for two simple reasons. First, T-Mobile had no obligation to port over Plaintiff's phone numbers after his T-Mobile account was canceled for non-payment. Second, under 47 U.S.C. § 207, Plaintiff cannot bring his federal claims after previously having filed a complaint with the Federal Communications Commission ("FCC") for the same claims. So Plaintiff's litigation choices bar him from pursuing his principal claims. Because Plaintiff is unlikely to succeed on the merits of his claims, he cannot meet his burden to obtain a TRO. Moreover, Plaintiff offers no evidence of irreparable harm, relying solely on conclusory assertions. Nor do the equities favor Plaintiff because T-Mobile's cancellation of the account prior to the port out request was clearly justified and a product of Plaintiff's own conduct. The Court should deny Plaintiff's motion.

## **FACTUAL BACKGROUND**

On December 16, 2024, Plaintiff purchased at least 16 devices from T-Mobile, including 9 iPhones, 5 iPads, and 2 Apple watches. Declaration of Brian Bollig ¶ 4-5, Ex. 1 (hereinafter “Bollig

1 Decl.”). After down payments, the outstanding balance on those devices totaled \$13,409.92. *Id.*

2 On February 21, 2025, Plaintiff’s T-Mobile account was suspended due to non-payment of his  
3 bills. Bollig Decl. ¶ 6. On March 10, 2025, T-Mobile canceled Plaintiff’s account due to Plaintiff’s  
4 continued failure to make any payments. *Id.* ¶ 7.

5 On March 26, 2025, after several attempts by T-Mobile to contact Plaintiff and obtain payment,  
6 Plaintiff’s account was reinstated after he made a \$1,000.00 payment. *Id.* ¶ 8. At that time, Plaintiff  
7 further agreed to pay an additional \$5,000.00 in three weeks, followed by monthly \$5,000.00 payments  
8 thereafter until his account balance was satisfied. *Id.* However, Plaintiff made no further payments on  
9 his T-Mobile account after his \$1,000.00 payment on March 26, so T-Mobile suspended his account  
10 again on May 1, 2025. *Id.* ¶¶ 9-10.

11 After additional attempts to contact Plaintiff and obtain payment were unsuccessful, T-Mobile  
12 canceled his account on May 27, 2025. *Id.* ¶ 11; Dkt. 5 at 5-6, 15. At the time of the cancellation, the  
13 remaining outstanding balance on Plaintiff’s account was \$29,265.23. Bollig Decl. ¶ 11; Dkt. 5 at 15.  
14 At the time of the May 27, 2025 cancellation, Plaintiff had not requested that T-Mobile port out any  
15 phone numbers associated with the account. Bollig Decl. ¶ 12.

16 On May 28, 2025, the day after his account was cancelled (and the phone numbers therefore  
17 ceased to function), Plaintiff attempted to port out many of those telephone numbers to a new carrier,  
18 WaveStreet Data. (Dkt. 17 at p. 6 ¶ 4; Dkt. 5 at 5-6.) However, because Plaintiff’s T-Mobile account  
19 was cancelled, WaveStreet informed him that “[o]ne or more of the telephone numbers on this order  
20 is either disconnected or is no longer part of the account.” (Dkt. 5 at 5-6.) Because “[o]nly active  
21 telephone numbers assigned to end user’s [sic] can be ported,” WaveStreet was unable to port over  
22 Plaintiff’s T-Mobile telephone numbers. (*Id.*)

23 Due to the May 27, 2025 cancellation of Plaintiff’s account, phone numbers associated with  
24 his account will be eligible to be reassigned to another customer 45 days after cancellation of his  
25 account, on July 12, 2025. *See* 47 C.F.R. § 52.15(f)(l)(ii).

#### TRO STANDARD

27 The legal standard for a TRO is “substantially identical to the standard for a preliminary  
28 injunction.” *Facebook, Inc. v. BrandTotal Ltd.*, 499 F. Supp. 3d 720, 732 (N.D. Cal. 2020). “A

1 preliminary injunction is an extraordinary remedy never awarded as of right.”” *Id.* (quoting *Winter v.*  
2 *Nat. Res. Defense Council, Inc.*, 555 U.S. 7, 24 (2008)). A plaintiff seeking a TRO has the burden to  
3 “establish [1] that he is likely to succeed on the merits, [2] that he is likely to suffer irreparable harm  
4 in the absence of preliminary relief, [3] that the balance of equities tips in his favor, and [4] that an  
5 injunction is in the public interest.” *Winter*, 555 U.S. at 20. Irreparable harm must be *likely*—it is not  
6 sufficient to grant a TRO upon a mere showing of a “possibility” of irreparable harm when the other  
7 factors weigh heavily in favor of the plaintiff. *See id.* at 22. Where the plaintiff has a low likelihood  
8 of success on the merits, courts refuse to enter a TRO even if other factors favor the plaintiff. *See, e.g.,*  
9 *Washington v. Nat'l City Mortg. Co.*, No. 10-cv-5042, 2010 WL 5211506, at \*6 (N.D. Cal. Dec. 16,  
10 2010) (denying motion for TRO and preliminary injunction given plaintiffs’ failure to establish  
11 likelihood of success on the merits).

## 12 ARGUMENT

13 All of Plaintiff’s causes of action will fail, so he cannot obtain a TRO. First, T-Mobile had no  
14 obligation to port over Plaintiff’s phone numbers after his T-Mobile account was canceled for non-  
15 payment. Second, under 47 U.S.C. § 207, because Plaintiff previously filed a complaint with the FCC,  
16 Plaintiff cannot bring his federal claims for the same conduct. Because Plaintiff has not even raised  
17 “serious questions going to the merits,” the Court may deny his motion for TRO without addressing  
18 the remaining TRO factors. *See BrandTotal*, 499 F. Supp. 3d at 732; *Washington*, 2010 WL 5211506,  
19 at \*6. Nevertheless, the other factors do not support Plaintiff’s TRO request. Plaintiff has failed to  
20 meet his burden to substantiate his request for a TRO.

### 21 I. Plaintiff is Not Likely to Succeed on the Merits.<sup>1</sup>

#### 22 A. All of Plaintiff’s Claims Fail Because T-Mobile is Not Required to Port Over 23 Phone Numbers From a Canceled Account.

24 All of Plaintiff’s claims fail because the very premise of his entire lawsuit is incorrect.  
25 T-Mobile did not deny Plaintiff’s port out request because he had an outstanding balance, but rather

26 <sup>1</sup> In the interest of efficiently disposing of Plaintiff’s Motion on an expedited basis and due to the  
27 limited scope of the Court’s Order (Dkt. 14), this Opposition sets forth two primary reasons why all  
28 of Plaintiff’s claims will fail. T-Mobile reserves the right to raise additional arguments in response to  
any claims in a motion to dismiss or other responsive pleading. Further, T-Mobile reserves and does  
not waive the right to move to compel arbitration should this case proceed further beyond this request  
for temporary injunctive relief.

1 because his account was already canceled for non-payment. T-Mobile had no legal obligation to port  
2 over Plaintiff's inactive phone numbers at the time he requested them, because his account already  
3 had been canceled and his phone numbers disconnected.

4 Plaintiff's own allegations establish that his T-Mobile account was canceled *before* he  
5 requested to port over any of his phone numbers to a new carrier. (Dkt. 17 at p.6 ¶ 4; Dkt. 16 at 6-7;  
6 Dkt. 5 at 5-6., 15.) As shown in Plaintiff's exhibits and detailed in the attached declaration of Brian  
7 Bollig, the cancellation of Plaintiff's account followed repeated failures to pay the balance due to  
8 T-Mobile. *See supra* at 2-3. Indeed, Plaintiff's account previously had been canceled and suspended  
9 for non-payment on multiple occasions between February and May 2025 before the final cancellation  
10 on May 27, 2025. *See supra* at 3. That is why T-Mobile canceled the account and that action occurred  
11 prior to any port out request.

12 Applicable regulations and guidance direct that porting obligations apply only to active  
13 accounts. *See, e.g.*, 47 U.S.C. § 153(37) (limiting number portability to customer's "existing  
14 telecommunications numbers"); [https://www.fcc.gov/consumers/guides/porting-keeping-your-phone-](https://www.fcc.gov/consumers/guides/porting-keeping-your-phone-number-when-you-change-providers)  
15 [number-when-you-change-providers](#) (advising consumers "[d]o not terminate your service with your  
16 existing company before initiating new service with another company"); *cf.* Dkt. 5 at 5  
17 (acknowledging that "[o]nly active telephone numbers assigned to end user's [sic] can be ported").  
18 Plaintiff admits that his T-Mobile account has been canceled and that his phone numbers are  
19 "disconnected," because disconnection is the requirement to trigger the FCC's 45-day aging rule. *See*  
20 Dkt. 16 at 19, 7 C.F.R. § 52.15(f)(1)(ii).

21 Plaintiff repeatedly invokes carriers' general obligation to port active telephone numbers to a  
22 new carrier upon request, but identifies no authorities requiring porting an inactive and canceled  
23 account. *See* Dkt. 3 at 9-10; *see, e.g.*, 47 U.S.C. § 251(b)(2) (discussing a duty to provide number  
24 portability only "to the extent technically feasible"); 47 C.F.R. §§ 52.26, 52.35 (setting forth interval  
25 of one business day to port over phone numbers without reference to account status).<sup>2</sup> On the morning

27 <sup>2</sup> Plaintiff also cites *AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366, 378 (1999), *Cent. Tel. Co. of Va. v. Sprint13 Commc'n Co.*, 715 F.3d 501, 509 (4th Cir. 2013), and *Global Crossing Telecomm., Inc. v. Metrophones Telecomm., Inc.*, 550 U.S. 45, 53 (2007), to support his federal claims (Dkt. 3 at 9), but  
28 those decisions do not even substantively discuss carriers' phone number portability obligations.

1 of July 3, 2025, Plaintiff submitted to the Court additional materials purporting to clarify and identify  
2 further legal support for his TRO request. (See Dkt. 22-24.) Plaintiff cites a number of federal statutes,  
3 regulations, and administrative orders, none of which imposes an obligation to port disconnected  
4 phone numbers from a canceled account. (See Dkt. 22 at 3-4; Dkt. 23 at 2.) Most notably, the only  
5 authority Plaintiff identifies as requiring “porting for disconnected accounts,” a 2007 “FCC  
6 Declaratory Ruling,” was not attached as an exhibit to Plaintiff’s filings nor available at the link  
7 Plaintiff cited. (See Dkt. 23 at 2.) Counsel for T-Mobile have attempted to identify the cited order from  
8 other sources and have not found any such order providing any support for Plaintiff’s claim.<sup>3</sup>

9 All of Plaintiff’s causes of action are contingent on T-Mobile’s purported obligation to port  
10 over Plaintiff’s phone numbers and all of those claims fail in the absence of that obligation. Plaintiff’s  
11 federal claims (Counts 1-6, 15-19) are all premised on an alleged obligation for T-Mobile to port over  
12 Plaintiff’s phone numbers without conditioning porting on payment. (See, e.g., Dkt. 3 at 9; Dkt. 9 at  
13 6; Dkt. 16 at 14-16.) Plaintiff’s California law claims (Counts 7-14, 20-24) similarly require unlawful  
14 or fraudulent conduct. (See, e.g., Dkt. 3 at 10; Dkt. 16 at 17-18; Dkt. 17 at 12-16.) Those claims fail  
15 where T-Mobile acted within its rights by canceling Plaintiff’s account for repeated non-payment and  
16 by not porting over phone numbers from a canceled account. See, e.g., Dkt. 3 at 10; Dkt. 9 at 6; see  
17 also, e.g., *Della Penna v. Toyota Motor Sales, U.S.A., Inc.*, 11 Cal. 4th 376, 393-94 (Cal. 1995)  
18 (plaintiff alleging interference with prospective economic advantage must plead and prove the  
19 “interference was wrongful by some measure beyond the fact of the interference itself”); *Burlesci v.*  
20 *Petersen*, 68 Cal. App. 4th 1062, 1066 (1998) (conversion claim requires conversion “by a wrongful  
21 act”); *Cel-Tech Commc’ns, Inc. v. L.A. Cellular Tel. Co.*, 20 Cal. 4th 163, 180 (1999) (claims under  
22 California unfair competition laws require Defendant’s conduct to be “unlawful, unfair or  
23 fraudulent”); Dkt. 17 at 15 (premising Count 20 on allegedly “false statements” about “porting  
24 rights”).

25 Simply put, Plaintiff is not likely to succeed on the merits of any of his claims where T-Mobile  
26 was not required to port over his phone number after his account was canceled and disconnected. It is  
27

28 <sup>3</sup> See [https://docs.fcc.gov/public/attachments/FCC-07-188A5\\_Rcd.pdf](https://docs.fcc.gov/public/attachments/FCC-07-188A5_Rcd.pdf) (2007 FCC Order numbered  
FCC 07-188).

1 Plaintiff's burden to show a likelihood of success on the merits. By failing to identify any legal  
2 authority requiring porting of phone numbers from canceled accounts, Plaintiff has failed to meet his  
3 burden. His request for a TRO should be denied on that basis alone.

4           **B. Plaintiff's Federal Claims Are Barred Under 47 U.S.C. § 207 Because Plaintiff**  
5           **Filed a Complaint With the FCC.**

6           The federal causes of action in Plaintiff's First Amended Complaint allegedly are brought  
7 pursuant to 47 U.S.C. § 207 for purported violations of the federal telecommunications laws and  
8 related regulations. (*See Doc. 17 at 10-15 (Counts 1-6, 15-19); id. at p. 3 ¶ 1* (claiming federal question  
9 jurisdiction for claims "enforceable via 47 [U.S.C.] 207").) But under 47 U.S.C. § 207, Plaintiff may  
10 not file both a complaint to the FCC and a federal lawsuit complaining of the same conduct. Because  
11 Plaintiff admits he filed an FCC Complaint before this lawsuit, his federal claims must be dismissed.

12           47 U.S.C. § 207 provides telecommunications customers with a choice between filing a  
13 complaint with the FCC and filing a private lawsuit in federal court:

14           Any person claiming to be damaged by any common carrier subject to the provisions  
15 of this chapter may either make complaint to the Commission as hereinafter provided  
16 for, or may bring suit for the recovery of the damages for which such common carrier  
may be liable under the provisions of this chapter, in any district court of the United  
States of competent jurisdiction; ***but such person shall not have the right to pursue  
both such remedies.***

17 (Emphasis added.)

18           In light of this express statutory limitation, federal courts have held that a party that has  
19 previously filed a complaint with the FCC is barred from bringing suit in federal court based on the  
20 same claims. For example, in *Stiles v. GTE Southwest Inc.*, the plaintiff filed an informal complaint  
21 with the FCC, followed by a federal lawsuit seeking damages under the Communications Act, both  
22 alleging the same conduct by her local telecommunications company. 128 F.3d 904, 905 (5th Cir.  
23 1997). The defendant telecommunications company filed a motion to dismiss, arguing *inter alia* that  
24 the court lacked subject matter jurisdiction because the plaintiff had elected to pursue her claims  
25 through the FCC and could not also file a federal lawsuit based on the same conduct. *Id.* at 905-06.  
26 The district court granted the motion to dismiss, finding that the plaintiff "had elected to pursue her  
27 claim administratively with the FCC, thereby precluding her from litigating her complaint in federal  
28 court." *Id.* at 906. The Fifth Circuit affirmed, finding that "the language of the statute is unambiguous:

1 A complainant can file a complaint either with the FCC or in federal district court, but not in both.”  
2 *Id.* at 907 (holding that “§ 207 precludes a complainant from filing suit in federal court once she has  
3 initiated the administrative complaint process with the FCC either by filing a formal or informal  
4 complaint”).

5 Other federal courts have held the same and dismissed federal claims by plaintiffs who  
6 previously filed a complaint with the FCC. *See Premiere Network Servs., Inc. v. SBC Commc’ns, Inc.*,  
7 440 F.3d 683, 688 (5th Cir. 2006) (“[S]ection 207 is an election-of-remedies provision … once an  
8 election is made by either filing a complaint with the FCC or filing a complaint in federal court, a  
9 party may not thereafter file a complaint on the same issues in the alternative forum, regardless of the  
10 status of the complaint); *Mexiport, Inc. v. Frontier Commc’ns Servs., Inc.*, 253 F.3d 573, 575 (11th  
11 Cir. 2001) (holding that appellant could not file in federal court after having filed informal complaint  
12 with FCC); *Digitel, Inc. v. MCI Worldcom, Inc.*, 239 F.3d 187, 190 (2d Cir. 2001) (concluding that “a  
13 party that has filed an informal complaint [with the FCC] may not also sue in district court”);  
14 *Cincinnati Bell Tel. Co. v. Allnet Commc’n Servs., Inc.*, 17 F.3d 921, 923 (6th Cir. 1994) (deciding  
15 appellant could not have filed a counterclaim in the district court on the same dispute that was the  
16 subject of its FCC complaint); *Bell Atlantic Corp. v. MFS Commc’ns Co.*, 901 F. Supp. 835, 853 (D.  
17 Del. 1995) (holding that the district court did not have jurisdiction to hear complaint on same issues  
18 brought to the FCC).

19 Here, Plaintiff’s own allegations establish that he has filed a complaint with the FCC based on  
20 the same conduct at issue in his complaint. (*See* Dkt. 17 at p. 8 ¶ 9; Dkt. 16 at p. 7 ¶ E.) Because  
21 Plaintiff elected to file a complaint with the FCC before filing suit, he cannot also pursue federal claims  
22 based on the same conduct. Plaintiff’s FCC complaint deprives the Court of subject matter jurisdiction  
23 over his federal claims and warrant dismissal of his entire lawsuit.<sup>4</sup>

## 24 **II. The Remaining TRO Factors Do Not Support a TRO.**

25 None of the remaining factors favor Plaintiff and certainly are not sufficient to warrant a TRO

26 <sup>4</sup> Courts dismissing federal claims by Plaintiffs who previously filed complaints with the FCC also  
27 decline supplemental jurisdiction over pendent state-law claims. *See, e.g., Premiere Network Servs.*,  
28 440 F.3d at 692. Here, Plaintiff alleges only supplemental jurisdiction over his “California claims”  
(Counts 7-14, 20-24) and federal question jurisdiction over his federal claims (Counts 1-6, 15-19).  
(*See* Dkt. 17 at 3-4.) As a result, all of Plaintiff’s causes of action should be dismissed.

1 given Plaintiff's inability to show a likelihood of success on the merits. *See BrandTotal*, 499 F. Supp.  
2 3d at 732 (TRO requires "serious questions going to the merits" even where other factors favor TRO);  
3 *Washington*, 2010 WL 5211506, at \*6.

4       **A. Plaintiff Has Not Proven That He Will Likely Suffer Irreparable Harm by  
5           Losing His Phone Numbers.**

6 Plaintiff fails to show that he will suffer irreparable harm sufficient to support the extraordinary  
7 remedy of enjoining T-Mobile to port over an inactive account.

8 As an initial matter, Plaintiff only provides conclusions in support of his assertion that losing  
9 access to certain phone numbers will irreparably harm his business. (Dkt. 16 at 18-19.) He does not  
10 even identify what the business is, what services it provides, or explain in any level of detail how the  
11 alleged loss of phone numbers would concretely impact its operations. (*Id.*) As the Ninth Circuit has  
12 highlighted, "[a] finding of likely irreparable harm cannot be based on unsupported and conclusory  
13 statements regarding harm—it must be based on factual findings." *Freelancer Int'l Pty Ltd. v. Upwork*  
14 *Global, Inc.*, 851 Fed. Appx. 40, 41-42 (9th Cir. June 22, 2021) (internal quotations omitted).

15 Even crediting Plaintiff's conclusory allegations, they still fail to establish irreparable harm.  
16 Plaintiff generically claims he will suffer irreparable harm if he loses phone numbers because they are  
17 tied to his business and he will lose "the means of communication with customers." (Dkt. 16 at 18-  
18 19.) But these phone numbers have been repeatedly suspended or canceled over the last five months  
19 due to Plaintiff's non-payment of his substantial balance. *See supra* at 3. Plaintiff does not contend  
20 that those lengthy suspensions of his accounts (which were entirely a result of Plaintiff's own non-  
21 payment) had any irreparable consequences for his business and therefore cannot credibly contend a  
22 permanent closure of these numbers would cause irreparable harm.

23 Furthermore, Plaintiff can notify his customers of his new contact information, mooting the  
24 risk of irreparable harm. Plaintiff acknowledges that he will be able to replace those phone numbers  
25 with new numbers to contact customers, but merely claims they "cannot be perfectly replaced." (*Id.* at  
26 19.) Any harm Plaintiff may suffer from the loss of his phone numbers will be limited, a function of  
27 his own choice to incur a significant balance entitling T-Mobile to cancel his account prior to any port  
28 out request, and may be repaired—even if not "perfectly"—by obtaining new phone numbers. *See*

1        *C21FC LLC v. NYC Vision Cap. Inc.*, No. 22-cv-00736, 2022 WL 2191934, at \*8 (D. Ariz. June 17,  
2        2022) (denying TRO where Plaintiffs alleged only speculative harm “based on loss of clientele,  
3        business, and goodwill”).

4            **B.        The Balance of the Equities Does Not Tip in Plaintiff’s Favor.**

5        Equities favor T-Mobile’s ability to terminate accounts for non-payment over a consumer’s  
6        belated port request. Contrary to Plaintiff’s charged characterization, this circumstance is a problem  
7        entirely of Plaintiff’s own making. Plaintiff chose to order 16 devices in December 2024 causing a  
8        significant balance, then chose not to pay for them—even under a modified payment plan he negotiated  
9        with T-Mobile in March 2025—until his account was canceled. *See supra* at 2-3. There is no dispute  
10      that T-Mobile was entitled to cancel his account for non-payment. Only after T-Mobile canceled his  
11      account for non-payment did Plaintiff attempt to port over his phone numbers to escape his payment  
12      obligations. *See supra* at 3.

13        T-Mobile, on the other hand, gave Plaintiff many opportunities over the past six months to  
14      keep his account active despite his failure to make payments on his account. *See supra* at 3. In light of  
15      Plaintiff’s conduct, the equities do not tip in his favor, let alone tip “sharply” toward him. *BrandTotal*,  
16      499 F. Supp. 3d at 733. This factor does not support granting a TRO. *See, e.g., Scottsdale Gas Co.*  
17      *LLC v. Tesoro Ref. & Mktg. Co. LLC*, No. 19-cv-19-05291, 2020 WL 954963, at \*3 (D. Ariz. Feb. 27,  
18      2020) (finding balance of equities a neutral factor and denying preliminary injunction based on  
19      Plaintiff’s allegedly improper actions in breaching parties’ agreement).

20            **C.        A TRO is Not in the Public Interest.**

21        Finally, granting a TRO is not in the public interest. The FCC only requires phone numbers to  
22      be aged for 45 days after permanent disconnection. 47 C.F.R. § 52.15(f)(1)(ii). T-Mobile properly  
23      disconnected Plaintiff’s phone numbers for non-payment (*see supra* at 3), and those phone numbers  
24      should be returned to the available numbering pool for public reassignment once the FCC’s aging rules  
25      have been satisfied. That is the structure created by the FCC and it should not be disrupted to favor a  
26      claimant whose account was properly canceled prior to any port request.

## **CONCLUSION**

For the foregoing reasons, T-Mobile respectfully requests that the Court deny Plaintiff's motion for a Temporary Restraining Order.

Dated: July 3, 2025

Respectfully submitted,

**ARENTPAUL LLP**

By: /s/ Lynn R. Fiorentino  
Lynn R. Fiorentino (SBN 226691)  
44 Montgomery St., 38th Floor  
San Francisco, CA 94104  
Telephone: 415.757.5500  
Facsimile: 415.757.5501  
[lynn.fiorentino@afslaw.com](mailto:lynn.fiorentino@afslaw.com)

Lawrence H. Heftman (*pro hac vice*)  
233 South Wacker Drive, Suite 7100  
Chicago, IL 60606  
Telephone: 312.258.5725  
Facsimile: 312.258.5600  
[lawrence.heftman@afslaw.com](mailto:lawrence.heftman@afslaw.com)

*Attorneys for Defendant T-Mobile USA, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on July 3, 2025, the foregoing document was served on Plaintiff through the Court's electronic filing system and via email to [Mario@mariojuarez.co](mailto:Mario@mariojuarez.co).

/s/ Lynn R. Fiorentino

Lynn R. Fiorentino